



REQUEST FOR PROPOSAL

Construction Management and Inspection for Sidewalk, Drainage and Roadway Improvements for E. Broad Way

Mailing Address: P.O. Box 209
Lovettsville, VA 20180

Delivery Address: 6 East Pennsylvania Avenue
Lovettsville, VA 20180

Informational Contact: Karin Fellers, PE
Project Manager
Phone/Fax: (540) 822-5788
E-mail: kfellers@lovettsvilleva.gov

Proposals Due: July 16, 2014 at 2:30 PM
*****Note that 10:00 AM delivery is
NOT guaranteed for Lovettsville, VA.
****Please plan ahead*****

BACKGROUND:

Lovettsville is a small, predominantly residential town of approximately 1,800 residents located in northwestern Loudoun County, Virginia. The Town was settled in the mid-1700s by German immigrants. Today, Lovettsville is still known as the German Settlement, and celebrates this German heritage annually with an Oktoberfest weekend and Holiday events.

DESCRIPTION OF PROJECT:

The Town has developed a Transportation Master Plan and a Streetscape plan for East Broad Way and South Loudoun Street. The first priority from this plan is to complete improvements to East Broad Way to meet VDOT standards to include a sidewalk. The Town hired Pennoni to develop the design engineering for installation of sidewalk on the North side of East Broad Way. Through the design process and in partnership with VDOT, the project was designed to also include replacement of the water line, hydrants, services, etc., along with the installation of curb and gutter on both sides of the road, storm drainage system, lighting and landscaping. The design for Phase I from Park Place to the Community Center was approved by VDOT in July of 2013 and the Town is currently in the final process of obtaining the easements and relocation of utilities. The next step will be to prepare for bidding the project.

The Town has determined that it will need inspection and construction management onsite to support the construction project on a fulltime basis and is seeking a firm to provide those services as described in the scope below.

SCOPE OF SERVICES:

The Town is seeking a qualified consulting firm prepared to offer the following services (the Town may or may not choose to utilize the chosen firm for all these services or may ask firm to provide additional services as needed):

1. Review the design drawings for constructability and issues that could come up during the bidding process and make suggestions for any changes that will reduce the possibility of change orders or higher bids for the project.
2. Review the Bid Documents and Specifications for any issues that could come up during the bidding process or construction and make suggestions for any changes that will reduce the possibility of higher bids for the project, change orders and construction challenges or changes.
3. Provide a list of suitable, qualified contractors that the Town should personally invite to bid on the project.
4. Provide support to the bid process as appropriate to ensure a smooth bidding process. This might include participation in the prebid meetings and tours of the construction area.

5. Provide support in selecting firms for testing of compaction, concrete and asphalt, etc. for the construction project.
6. Provide a review and recommendation of apparent low bidder.
7. Provide Construction Management services for the construction of the project to include but not be limited to:
 - a. Review all Requests for Information and ensure that responses are provided through consultation with the design engineer where necessary.
 - b. Review all Change Order Requests and provide recommendations to the Town through consultation with the design engineer where necessary.
 - c. Review all Pay Requests for accuracy of activity billed and provide recommendations for payment to the Town through consultation with the design engineer where necessary. Ensure that any pertinent information like the number of weather days used for the month, etc. is shown on the request as required.
 - d. Attend regular meetings with the contractor, Town and engineers and any other appropriate stake holders to discuss schedule, payment, coordination, etc.
 - e. Be a liaison between the Town and the affected homeowners, residents, businesses, etc. concerning issues with the construction and obtain satisfactory solutions.
 - f. Review the construction schedule and ensure that the contractor stays on schedule.
 - g. If construction schedule lags, provide needed notice to contractor and Town as appropriate to allow liquidated damages as appropriate.
8. Provide onsite, fulltime inspection services for the construction of the project. One individual inspector assigned to the project to be on site during all construction activities is preferred.
 - a. Ensure all elements of the project are installed correctly and per the plans.
 - b. Complete daily inspection reports showing the activities for the day and any issues that came up.
 - c. Ensure that the work area is safe and meets all regulatory requirements including OSHA and VDOT.
 - d. Ensure all work is completed in a manner that meets all Federal, State and local regulations including all environmental and safety requirements.
 - e. Ensure all work meets VDOT's strict standards and all work zones meet the Maintenance of Traffic plans and VDOT requirements.
 - f. Update a redline set of plans at the site immediately when any items must be adjusted in the field. This redline set of plans will be used to develop a set of record drawings at the end of the project.
 - g. Work with the contractor to monitor schedule and notify contractor of any deviations to the schedule immediately. Keep the project in some sort of

management software to ensure no critical items have been missed and update software as necessary.

- h. Work with the contractor to coordinate all activities that will affect the homeowners, residents or travelers through the area to ensure the shortest interruption to their activities, access and services during the construction.
- i. Coordinate with the contractor and all testing firms to ensure all testing occurs as necessary in a timely manner to keep the project on schedule.
- j. Ensure all necessary testing documents are provided to the Town and that all tests are satisfactory. Provide necessary paperwork back to contractor for any testing that is not satisfactory. Keep all testing data filed for permit release,
- k. Collect all necessary testing and paperwork needed for final VDOT acceptance of the roadways and for permanent record for the Town as appropriate.
- l. Coordinate with the Town, VDOT, Construction Manager, Contractor, Design Engineer, Owners, etc. to resolve any issues that may arise during the construction project.
- m. Keep daily inspection reports, all testing data, redline drawings of the plans, correspondence with contractor, engineer, homeowners, VDOT, etc. in an easily accessible format.

SELECTION CRITERIA:

Proposals will be evaluated based on, but not limited to the following criteria. The Town may interview from 1 to 4 candidates before making a final decision. A Competitive Bid cost (which may be a combination of lump sum and hourly estimated costs) for a thorough scope of services as described in this proposal broken down by tasks may be requested at some time during the selection process. The Town reserves the right to refuse any and all proposals.

5 copies of the proposal should be provided to the Town Office by the due date specified and will include the following elements:

1. The firm's and assigned Construction Manager/Inspector's understanding of the project and ability to provide cost effective services for Lovettsville's specific needs.
2. Experience in working with the Town's local branches of agencies such as VDOT and Loudoun County.
3. Technical expertise, both as a firm and as individuals assigned to the project, to complete the activities as outlined in this RFP and ability of the firm to provide quality construction management and inspection services in a cost effective, efficient and timely manner.
4. Past experience for both the firm as well as the assigned Construction Manager/Inspector within the last 5 years for up to 5 similar projects of this type, size and scope. Experience in the areas listed below should be highlighted:
 - a. Experience working on similar improvement projects with impacted property owners on older streets with narrow ROW. .
 - b. Experience overseeing work in a VDOT ROW with the work under a VDOT Land Use Permit to ensure all VDOT requirements are met at all times

including signage, flagging, closures, etc. and obtaining final approval and release from the VDOT permit at the end of the project.

- c. Experience working with affected homeowners and residents in a formal, professional manner to address their concerns and ensure the contractor works with them to minimize impacts to their property and to maintain access to their properties throughout construction.
 - d. Experience reviewing construction plans for constructability.
 - e. Experience reviewing bid documents.
 - f. Experience working for small towns with limited budgets.
 - g. Experience as the Construction Manager for similar projects.
 - h. Experience as the Inspector for similar projects
- 5. Past experience within the last 5 years working with up to 5 similar size and type of clients. Please include contact information.
 - 6. Firm's and assigned inspector's ability to involve all stakeholders in the construction process to obtain support from the majority of stakeholders.
 - 7. Proximity of key firm personnel to Town for timely response and to keep travel time and costs to a minimum.
 - 8. Identification of key employees (including the proposed Construction Manager/Inspector for the project) with resumes of maximum 2 pages each describing their experience that is relevant to the RFP scope elements.
 - 9. Ability to coordinate various sub-consultants or in-house departments to provide RFI response, change order review, survey, testing and inspection work.
 - 10. Conflict of interest: Firm should not be working for developers on any activities within the Town of Lovettsville. Firm must identify no conflict of interest.
 - 11. The Town has a standard Professional Engineering/Consulting Agreement for Services which is attached. The firm must be capable and willing to enter into this agreement without modification in order to bid for this project. Proposal should state the firm's intent and ability to sign this agreement. No modifications to the agreement will be considered. Firms need not apply if modification to the agreement is requested.

INTENTION TO BID:

Any firm intending to bid is encouraged to send an email to Karin Fellers at kfellers@lovettsvilleva.gov indicating their intention to bid and providing information (name, phone number and email address) for a point of contact. Any questions concerning the bid should be directed to Karin Fellers. Answers to the questions will be provided to all firms intending to bid if their contact information has been provided. Karin Fellers will not be available to answer questions the week of July 9th so please plan accordingly!

PDF copies of the latest version of the construction plans as well as draft copies of the Bid Package can be provided to interested firms upon request.

Contract Number _____

Professional On-Call Engineering/Consulting Services Agreement

This **CONTRACT** (the “**CONTRACT**”) is made this _____ day of _____, 2014, by and between the **TOWN OF LOVETTSVILLE, VIRGINIA** (the “**TOWN**”), a municipal corporation, and _____, a having a usual place of business at _____ (the “**CONSULTANT**”).

The Consultant and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. Provision of Services. The Consultant hereby agrees to provide the following services to the Town:

Construction Management and Inspection for Sidewalk, Drainage and Roadway Improvements for E. Broad Way.

The services to be provided by the Consultant hereunder shall in nature and quality meet or exceed those provided under the same or similar circumstances by like professionals or practitioners of Consultant’s profession or trade working in the Northern Virginia area at the time of the services are to be provided under this contract.

All plans, drawings, specifications, reports, surveys, studies and other documents (“Instruments of Service”) prepared for or by the direction of the Town under this Contract shall be deemed works made for hire and shall be the exclusive property of the Town upon payment in full for said works, free of claims or encumbrances. Consultant shall provide to the Town documents and original copies in media that can be reproduced. The Consultant will not be liable for any unauthorized copies of the work provided by the Town or provided by others; neither will Consultant be liable for unauthorized use of the Instruments of Service by the Town or others.

2. Contract Documents. The Contract Documents consist of this Contract and Standard Hourly Billing Rate Schedule. Work will be requested by the Town in the form of a Task Order. The Consultant will provide a proposal/scope of services for each Task Order and may offer it as a lump sum, time and materials or any combination of the two. The Town will review the Task Order and request revisions as appropriate and will authorize in writing to the Consultant to begin work on a particular Task Order. Where the terms of this Contract and the Consultant’s proposal are at variance, the provisions of this Contract shall prevail.

3. Contract Term. The term of this Contract shall consist of the period of time

One year from date of proposal, with up to four, one year renewals.

4. Contract Amount. In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Consultant

within thirty (30) days after receipt of a proper invoice for the amount of payment due or thirty (30) days after receipt of services, whichever is later, and in accordance with paragraph 5 of this Contract.

The Town agrees to pay the Consultant for work done in accordance with this project in accordance with Consultant's fee schedule, and as set forth in Consultant's Task Order Proposal/Scope of Services upon presentation of monthly invoices detailing the work performed during the preceding month in accordance with the provisions of paragraph 5. The Town and Consultant agree that payments made under this contract for any task shall not exceed \$40,000 unless authorized in writing by the Town signed upon approval of Consultant's written proposal therefore.

5. Method of Payment. The Consultant shall submit monthly invoices to the Town with all supporting documentation and shall be reimbursed as provided in paragraph 4. Payment will be made upon receipt of an invoice, which details the hours worked and services performed. The invoice must be mailed to the address specified below and must reference the purchase order number:

Keith Markel, Town Manager,
Town of Lovettsville
PO Box 209
Lovettsville, VA 20180

6. Applicable Law and Courts. This contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of Loudoun County. The Consultant shall comply with applicable federal, state and local laws and regulations in effect at the time such services are performed.

7. Assignment of Contract. This Contract shall not be assignable by the Consultant in whole or in part without the prior written consent of the Town. When the Consultant's proposal, referenced in paragraph 2 above, identifies a team or key personnel to be assigned to the Contract, Consultant may assign other personnel only with the consent of the Town, which shall not be unreasonably withheld.

8. Audit. The Consultant shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

9. Indemnification. Consultant agrees to indemnify, and hold harmless the Town, its officers, agents, and employees from any damages and actions of any kind or nature, whether at law or in equity, arising from claims by third parties but only to the extent caused by the Consultant's willful misconduct or negligent acts or omissions, provided that such liability is not attributable to the willful misconduct or negligent acts or omissions of the Town or its authorized agents.

10. Contact Person. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

1. For TOWN: Karin Fellers, Project Manager
kfellers@lovettsvilleva.gov
(540) 822-5788

2. For CONSULTANT:

The parties may amend such addresses by written notice to the opposite party at the given Address.

11. Termination by Town without Cause. The Town may terminate this Contract for any reason upon ten (10) days notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract. Consultant may terminate this Contract upon ten (10) days written notice of the Town's material breach of the terms of this Contract, provided that such breach is not remedied within such time.

12. Integration Clause. This contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Contract.

13. Ownership Clause. All elements produced as part of the work described as part of this contract will be the sole property of the Town in hard copy and all electronic forms, including a form suitable for use with the program the element was developed with, and will be provided to the Town as requested or before the end of the contract term.

14. Insurance Requirements

- a. The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
- b. The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

- c. The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
- d. The contractor will maintain professional liability insurance with a limit of at least \$1,000,000. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted. If the contractor has professional liability insurance on a claims made basis, agreement must be made that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

In witness whereof, the parties below execute this Contract as of the date first above written.

TOWN OF LOVETTSVILLE

Consultant

AUTHORIZED SIGNATURE

NAME:

TITLE:

DATE:

AUTHORIZED SIGNATURE

NAME:

TITLE:

DATE:

TOWN OF LOVETTSVILLE
REQUEST FOR PROPOSALS

Construction Management and Inspection Services

The Town of Lovettsville, Virginia requests proposals for Construction Management & Inspection Services for the construction of road improvements for Broad Way, including replacement of the water line, hydrants, and water services, as well as installation of curb and gutter on both sides of the road, a storm drainage system, lighting and landscaping. A detailed description of the scope of services and proposal requirements are contained in the Request for Proposals available on the Town Website at www.lovettsvilleva.gov or contact via email to kfellers@lovettsvilleva.gov or phone (540) 822-5788.

Five (5) copies of the proposal must be received in the Town Office by July 16 at 2:30 PM. Please deliver all correspondence to:

Karin Fellers, Project Manager, Town of Lovettsville
P.O. Box 209, 6 E. Pennsylvania Ave, Lovettsville, VA 20180